AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

Contractor has been awarded under the cooperative purchasing and disaster recovery programs. All awarded SINs are available to state, local and tribal government entities.

SPECIAL ITEM NO. 132-32 – TERM SOFTWARE LICENSE
FSC Class 7030   IT Software
SPECIAL ITEM NO. 132-34 – MAINTENANCE OF SOFTWARE
SPECIAL ITEM NO. 132-51 - INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

FPDS Code D301	IT Facility Operation and Maintenance
FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D308	Programming Services
FPDS Code D3l0	IT Backup and Security Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D313	Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services
FPDS Code D316	IT Network Management Services
FPDS Code D317	Automated News Service, Data Services or Other Information Services
FPDS Code D399	Other Information Technology Services Not Else Where Classified

SPECIAL ITEM NO. 132 100 - ANCILLARY SUPPLIES AND/OR SERIVCES

Prime Source Technologies, LLC
1825 K Street N.W., Suite 670
Washington, DC 20006
Phone: 202-628-3339, Facsimile: 888-648-8648
http://www.primesource.com/

Contract Number: GS-35F-0480T
Period Covered by Contract: 06-15-2012 through 06-14-2017
Pricelist current through Modification PS-0035, Effective 7-1-2016

Products and ordering information in this Authorized FAS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Acquisition Service's Home Page via the internet at http://www.gsa.gov/fas

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Agencies are advised that the Group 70 Information Technology Schedule is <u>not</u> to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This contract is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

Note 4: Ancillary supplies and/or services are support supplies and services which are not within the scope of any other SIN on this schedule. These supplies and/or services may only be ordered in conjunction with or in support of supplies and/or services purchased under another SIN(s) in this solicitation to provide a solution to a customer requirement. This SIN may be used for orders and blanket purchase agreements that involve work or a project that is solely associated with the supplies and/or services purchased under this schedule. This SIN EXCLUDES purchases that are exclusively for supplies and/or services already available under another schedule and is limited to information technology (IT) products and/or services.

Special Instructions: The work performed under this SIN shall be associated with existing SINs that are part of this schedule. Ancillary supplies and/or services shall not be the primary purpose of the work ordered, but be an integral part of the total solution offered. Ancillary supplies and/or services may only be ordered in conjunction with or in support of supplies and/or services purchased under another SIN in this schedule. Contractors may be required to provide additional information to support a determination that their proposed ancillary supplies and/or services are commercially offered in support of one or more SINs under this schedule.

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INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

1.   **GEOGRAPHIC SCOPE OF CONTRACT:** The geographic scope of this contract is the 48 contiguous states, the District of Columbia, Alaska, and Hawaii; the Commonwealth of Puerto Rico and all U.S. Government installations and/or agencies in U. S. Protectorates.

2.   **CONTRACTOR'S ORDERING ADDRESS:**
     Prime Source Technologies, LLC
     1825 K Street N.W., Suite 670
     Washington, DC 20006

     Contractor's Service Area: All Government locations within the scope of the contract.

     Contractor's Payment Address:

          Same as Ordering Address

     Government Commercial Credit Cards are accepted below the micro purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

     Listed below are the telephone numbers that may be used by ordering agencies to obtain technical and/or ordering assistance.

          888 628-3339 Ext 101 (Technical Support)

3.   **LIABILITY FOR INJURY OR DAMAGE**
     The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the COntractor.

4.   **STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279**
     Block 9: G. Order/Modification Under Federal Schedule
     Block 16: Data Universal Numbering System (DUNS) Number: 096463000
     Block 30: Type of Contractor – sba Certified Small Disadvantaged Business
     Block 31: Woman-Owned Small Business - No
     Block 36: Contractor's Taxpayer Identification Number (TIN): on file

4a.   CAGE Code: 3AXY0

4b.   Contractor has registered with the System for Award Management (SAM.gov).

5.   **FOB DESTINATION**

6.   **DELIVERY SCHEDULE**
     (a)   TIME OF DELIVERY. The contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below.

          ITEMS OR GROUPS
          OF ITEMS (SIN or   **DELIVERY TIME**

	Nomenclature)	(DAYS ARO)
	132–32, 132-51	30 calendar days after receipt of order (ARO).

(b) EXPEDITED DELIVERY TIMES. For those items that can be delivered quicker than the delivery times in paragraph (a), above, the offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when **expedited delivery** is requested.

ITEMS OR GROUPS OF ITEMS (SIN or Nomenclature)	EXPEDITED DELIVERY TIME (HOURS/DAYS ARO)
132-32, 132-34 and 132-51	Prime Source Technologies will provide expedited delivery, OVERNIGHT AND 2 DAY DELIVERY, for in stock products, at commercially available times and rates. If customer requires overnight or 2-day shipment of equipment, customer's account number must be stated on the purchase order. The account will be billed accordingly, or freight charges will be shown on invoice as a separate line item.

(c) OVERNIGHT AND 2-DAY DELIVERY TIMES. Schedule customers may require overnight or 2-day delivery. The offeror is requested to annotate in its pricelist or by separate attachment the items that can be delivered overnight or within 2 days. Contractors offering such delivery service will be required to state in the FSS pricelist details concerning this service. **SEE ABOVE**

(d) URGENT REQUIREMENTS:
When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the contractor for the purpose of obtaining accelerated delivery. The contractor shall replay to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the contractor in writing.) If the contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS:
a.   Prompt Payment: Applicable to SINs 132-51 and 132-100 Only: 1% Net 20 and 2% Net 15
b.   Quantity: Applicable to SINs 132-51 and 132-100 Only: 2% over $100,000
c.   Dollar Volume: None
d.   Government Educational Institutions: Government Educational Institutions are offered the same discounts as all other Government customers.
e.   Discount for use of Government Commercial Credit Card: None
f.   Other: None

8. PRODUCTION POINTS AND STATEMENT CONCERNING FOREIGN PRODUCED
ITEMS: All items listed herein are domestic end products, from designated countries under the Trade Agreements Act or are U.S. made end products.

9.   STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING: Export packing is available at extra cost outside the scope of this contract.

10.   SMALL REQUIREMENTS: The minimum dollar value of orders to be issued is $100.

11A.   MAXIMUM ORDER: (All dollar amounts are exclusive of any discount for prompt payment.)

     a.   Special Item 132-32 – Purchase of Software
The maximum dollar value per order will be $500,000 for all software products.

     b.   Special Item 132-34 - Maintenance of Software
The maximum dollar value per order will be $500,000 for all software products.

     c.   Special Item 132-51 – Information Technology Services
The maximum dollar value per order will be $500,000 for all software products.

     d.   Special Item 132-100- Ancillary Services
The maximum dollar value per order will be $150,000 for all software products

11B.   ORDERS THAT EXCEED THE MAXIMUM ORDER (I-FSS-125) (AUG 1995)
(a)   In accordance with FAR 8.404 there may be circumstances where an ordering activity finds it advantageous to request a price reduction such as where a quantity of an individual order clearly indicates the potential for obtaining a reduced price.

To assist the customer agencies to determine when they should seek a price decrease a level called a maximum order has been established under the contract. When an agency order exceeds this amount it is recommended that the ordering activity contract the contractor for a reduced price.

(b)   Contractor may:
(1) offer a new lower price for this requirement (the Price Reduction clause is not applicable to orders placed over the Maximum Order in FAR 52.216-19.)

(2) offer the lowest price available under the contract; or

(3) decline the order, orders must be returned in accordance with FAR 52.216-19.

(c)   A delivery order for quantities that exceed the maximum order may be placed with the contractor selected in accordance with FAR 8.404. The order will be placed under the current contract.

(d)   Sales for orders that exceed the Maximum Order shall be reported in accordance with GSAR 552.238-72.

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1.   INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2.   ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3.   GUARANTEE/WARRANTY

a.   Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

The applicable warranties (and associated limitations) relating to the Software are exclusively set out in the manufacturers Software License.

b.   The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2)

c.   Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4.   TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 888-628-3339 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9am to 6pm EST.

5.   SOFTWARE MAINTENANCE

a.   Software maintenance as it is defined: (select software maintenance type) :

_____   1.   Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

____X_____   2.   Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

b.   Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

6.   **PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)**

a.   The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.

b.   Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c.   Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d.		Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e.		Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

**7.		CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE**

a.		The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (l0) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

b.		Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

c.		The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d.		The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to _____n/a_____% of all term license payments during the period that the software was under a term license within the ordering activity.

**8.		TERM LICENSE CESSATION**

a.		After a software product has been on a continuous term license for a period of __n/a_____ * months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

b.		The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number l32-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

**9.		UTILIZATION LIMITATIONS - (SIN 132-32, SIN 132-33, AND SIN 132-34)**

a.		Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b.		When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1)	Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2)	Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3)	Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4)	The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5)	"Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

## 10.	SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system , or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

11.   DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

12.   RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.

SOFTWARE PRODUCTS PRICE LIST

(Special Item Number 132-32 Term Software License)

MFR	MFR PART #	PRODUCT DESCRIPTION	GSA PRICE
ESi	SW-WebEOC-3/250-3YR	WebEOC Professional License (250 users) + 3 yr Maintenance/Support Package	$116,795.97
ESi	SW-WebEOC-4/500-3YR	WebEOC Professional License (500 users) + 3 yr Maintenance/Support Package	$128,475.57
ESi	SW-MPR-TXI-3YR	WebEOC Mapper Professional + 3 yr Maintenance/Support Package	$39,827.43
ESi	SW-TM-3YR	WebEOC Team Manager+ 3 yr Maintenance/Support Package	$29,198.99
ESi	SW-WF-3YR	WebEOC Fusion+ 3 yr Maintenance/Support Package	$137,536.52
ESi	SW-WebEOCDR-3YR	WebEOC Pro Disaster Recovery+ 3 yr Maintenance/Support Package	$15,572.80
ESi	SUB-CORE-2/50-3YR	WebEOC Core(50 users), 3 year subscription	$28,031.03
ESi	SUB-CORE-3/75-3YR	WebEOC Core(75 users), 3 year subscription	$43,836.49
ESi	SUB-EM-CORE-3YR	Emergency Management Module for WebEOC Core, 3 year subscription	$10,027.77
ESi	SUB-WebEOC-3/250	WebEOC Professional (250 users), 3 yr subscription	$73,060.51
ESi	SUB-WebEOC-4/500	WebEOC Professional (500 users), 3 yr subscription	$88,073.43
ESi	SUB-WebEOC-5/750	WebEOC Professional (750 users), 3 yr subscription	$102,428.21
ESi	SUB-MPR-TXI	WebEOC Mapper Professional, 3 yr subscription	$24,855.29
ESi	SUB-WF	WebEOC Fusion, 3 yr subscription	$89.893.04
ESi	SUB-RRDM	WebEOC Resource Request and Deployment Manager, 3 yr subscription	$24,855.29

**SOFTWARE MAINTENANCE PRICELIST
(Special Item 132-34 Maintenance of Software)**

Annual Support Plan

MFR	MFR PART #	PRODUCT DESCRIPTION	GSA PRICE
ESi	SS-CIMS7-PRS	Software Support Renewal - WebEOC® Professional – Standard Edition	$ 8,795.48
ESi	SS-CIMS7-ADL	Software Support Renewal - WebEOC® (per redundant server)	$ 781.82
ESi	SS-CIMS7- WEBF	Software Support Renewal - ESiWebFusion™	$14,659.13
ESi	SS-CIMS7-RMB	Software Support Renewal - WebEOC® Resource Manager	$ 2,931.83
ESi	SS-CIMS7-TMB	Software Support Renewal - WebEOC® Team Manager	$ 2,931.83
ESi	SS-CIMS7-MPR-TXI	Software Support Renewal - WebEOC® Mapper – Professional	$ 3,811.37

1.   *License Agreement.*

This is a license agreement and not an agreement for sale. This License Agreement is made by and between ESi Acquisition, Inc. ("ESi"), a Delaware Corporation with its principal place of business at 823 Broad Street, Augusta, GA 30901 and Ordering Activity("Licensee"), an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.2H and as revised from time to time. This License Agreement ("Agreement") gives Licensee certain limited rights to use the proprietary ESi Software, Software Updates, and Documentation including any updates thereto. To the extent the terms of this Agreement conflict with the terms of the Schedule contract, the terms of the Schedule contract shall prevail.

2.   *Definitions.*

(a)   "Administrator" means an employee, officer, director or consultant of Licensee to whom Licensee has provided a user account and certain rights to administer the Software on behalf of Licensee.

(b)   "Affiliate" means a corporation or limited liability corporation in which (i) ESi owns a majority interest and/or has substantial control over assets, operations and management, or (ii) which owns or has substantial control over the assets, operations and management of ESi, or (iii) is under common control with ESi.

(c)   "Documentation" means the WebEOC® Administrator and User Manuals and any other documents, materials, information or guidance, whether supplied as printed material or in electronic form, provided by ESi in conjunction with the purchase, training, use, maintenance or update of the Software.

(d)   "ESi" means ESi Acquisition, Inc., a Delaware corporation, with its primary place of business at 823 Broad Street, Augusta, GA, USA, 30901 and/or its affiliates.

(e)   "License" means certain limited rights to use the proprietary ESi Software, Software Updates, online and/or hard-copy documentation and user guides as set forth in Section 4 of this Agreement.

(f)   "Licensee" means the Ordering Activity accepting this License to use the Software.

(g)   "Module" means a proprietary set of status boards developed by ESi for use with selected WebEOC-branded software which are designed to address a common functional need.

(h)   "Party" means ESi or the licensee individually and "Parties" shall mean ESi and the Licensee collectively.

(i)   "Software," means, individually and collectively, all of the software licensed by Licensee from ESi including, but not limited to, WebEOC® Professional, WebEOC® Town Square™, software plug-ins, modules, interfaces, and software updates.

(j)   "Software Updates" means any technical correction, patch, bug fix, enhancement or other software release provided to Licensee pursuant to this License or under any Software Support Plan purchased by Licensee.

(k)   "User" means any person to whom Licensee has provided a user account for the Software.

3.   *Ownership and Licensing Authority.*

(a) Ownership of, and title to, the Software and Documentation shall be held by ESi and its licensor(s) and is protected by United States law and applicable international laws, treaties and conventions regarding intellectual property. ESi warrants that it has the power and authority to grant the license described herein. ESi and its licensor(s) shall retain all rights, title and ownership not granted herein to all copies of the Software and Documentation licensed under this Agreement.

(b) ESi represents and warrants that it is authorized to redistribute and license any third party software delivered with the Software and Documentation provided under this Agreement. The owner of such third party software shall have the right to enforce this Agreement to the extent permitted by applicable law.

4.   *Grant of License.*

ESi grants to Licensee, and Licensee accepts, subject to the following terms and conditions and payment of the applicable license fee, a perpetual limited non-exclusive, non-transferable, and non-sublicensable right, to use the Software and Documentation for the stated Term.

5.   *Permitted Uses.*

(a)   Licensee may install and use one (1) Instance of the Software on one (1) Machine. As used herein, Machine means a single laptop, personal computer or web server, or a combined web and database server or multiple load-balanced web servers, configured to point to a single database and database server that is used operationally or "in production" ("Instance").

     (i)   Licensee may use the Software and Documentation solely for Licensee's internal business purposes.

     (ii)   Licensee also may make one (1) copy of the Software for back-up or archival purposes and install a copy of the Software on one (1) additional Machine for the sole purposes of testing the Software and Software Updates locally before placing "in production," and training Users of Licensee.

     (iii)   If Licensee requires or desires operational use of more than one Instance of the Software, an additional License(s) shall be required.

(b) The Software is licensed for an unlimited number of users.

(c)   Administrators and Users shall have different rights to access the Software:

     (i)   Administrators may access all features of the Software. Certain features of the Software may only be accessed by named users who are granted status as an Administrator ("Administration Tools"). Administration Tools include, but are not limited to: creation and administration of user accounts; creation and

subsequent editing of incidents; software configuration; use of the WebEOC®
BoardBuilder tool; installation and administration of board sets, plug-ins,
modules, interfaces and Software Updates; and access to the Software's
Application Programming Interface.

(ii)   Users may not be granted access to any Administration Tools, except that Administrators may grant designated Users rights to create or edit incidents and to add or edit maps in MapTac™.

Except where otherwise provided in this Agreement, rights to access and use Administrative Tools are given exclusively to the Licensee and Licensee may not grant such rights to any third party.

(d) Licensee may provide its consultant(s) or independent contractor(s) with access to the Software and Documentation, provided that such consultants or independent contractors are using the Software and Documentation exclusively for the benefit of the Licensee. Licensee shall be responsible for compliance by its consultants and independent contractors with the terms and conditions of this Agreement.

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By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

<u>**EXHIBIT A**</u>
<u>**Software Maintenance and Technical Support**</u>

1.   <u>*Software Maintenance; Module Care*</u>

(a)   ESi shall provide Licensee with downloadable updates to Software, except for Modules, as such updates become available.   Such updates shall include correction releases (i.e. patches provided to correct software anomalies), point releases (i.e. modifications to current generation of software including enhancement and improvements), and level releases (i.e. new releases or new generation of software), but shall not include new products, modules or plug-ins released commercially by ESi as independently priced items. For Modules, ESi shall provide Licensee any updates released by ESi to correct errors affecting the operation of the Module, whether such error is caused by the Module itself or by an error in the WebEOC software, and any updates required to maintain compatibility with the WebEOC software. ESi shall not provide for any enhancements to the Module.

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Hosted Implementation

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(b)   All Software Updates received by Licensee shall be subject to the terms of this Agreement.

14. Limited Warranty and Disclaimers.

(a) ESi warrants that the Software, except Modules, will perform in accordance with the accompanying Documentation for a period of one (1) year from the first day of the month following installation, if ESi or its authorized agent, associate or contractor performs the Software installation, or on the first day of the month after the Software is shipped, if ESi or its authorized agent, associate or contractor ships the Software to the Licensee. ESi warrants that the Module will perform in accordance with the accompanying Documentation for a period of ninety (90) days from the first day of the month following installation, if ESi or its authorized agent, associate or contractor performs the Software installation, or on the first day of the month after the Software is shipped, if ESi or its authorized agent, associate or contractor ships the Software to the Licensee.

(b) If programming errors or defects do occur during this period and ESi is promptly notified in writing of the nature of the error, ESi will correct the error without charge.

(c) ESi's liability and Licensee's remedy shall be, at ESi's option, either (a) correction of the error or (b) return of the license fee. This limited warranty does not cover errors attributable to accident, abuse or misapplication, alteration, operation outside the parameters specified in this Agreement or the Documentation, failure to install Updates provided during the warranty period, installation, training or programming provided by an anyone other than ESi or an ESi-certified technician, or other breach of this Agreement by Licensee. In the event of a breach of warranty, the U.S. Government reserves all rights and remedies under the contract, the Federal Acquisition Regulations, and the Contract Disputes Act, 41 U.S.C. 7101-7109.

(d) ESi DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND/OR ACCOMPANYING DOCUMENTATION.   NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY ESi OR ANY OF ITS AGENTS, EMPLOYEES OR CONTRACTORS SHALL CREATE A WARRANTY, AND LICENSEE IS NOT ENTITLED TO RELY ON ANY SUCH ADVICE OR INFORMATION. ESi EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR FREE OF ERRORS.

(e) The Software is an information management application. The software is not fault-tolerant and is not designed, manufactured, or intended for use or resale in hazardous environments that require fail-safe performance such as in the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, emergency response, terrorism prevention or response, life support or weapons systems (collectively "High Risk Activities"), the failure of which could lead to death, personal injury, or severe physical or environmental damage. ESi EXPRESSLY DISCLAIMS ANY WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES.

15. Limited Liability.

EXCEPT WITH RESPECT TO ITS OBLIGATIONS UNDER SECTION 17 OF THIS AGREEMENT, ESi AND ITS LICENSORS' AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SOFTWARE OR DOCUMENTATION IS LIMITED TO THE TOTAL OF ALL SUMS PAID OR PAYABLE TO ESi FOR THE LICENSE. ESi AND ITS LICENSORS SHALL NOT IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS OR REVENUE, LOST SOFTWARE, LOSS OF DATA, COSTS OF RECREATING LOST DATA, OR THE COST OF ANY SUBSTITUTE SOFTWARE OR EQUIPMENT), INDIRECT OR PUNITIVE DAMAGES EVEN IF ESi HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF WARRANTY, TORT, PRODUCTS LIABILITY OR OTHERWISE. THIS CLAUSE SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (e.g., CLAUSE 552.238-75 – PRICE REDUCTIONS, CLAUSE 52.212-4(h) – PATENT INDEMNIFICATION,

AND GSAR 552.215-72 – PRICE ADJUSTMENTS – FAILURE TO PROVIDE ACCURATE INFORMATION),

16. *License Term*.

(a) The initial term of this Agreement shall be the Term set forth in Licensee's Purchase Order.

17. *Infringement of Patent and Other Proprietary Rights*.

(a) ESi represents to Licensee that it has no knowledge of any existing or potential claims that the Software or Documentation violates or infringes upon any patent, copyright, trade secret or other proprietary right of a third party.

(b) ESi shall indemnify, defend and hold harmless Licensee from and against all claims, damages, losses, liabilities and expenses, including reasonable attorneys' fees, arising out of any claim by a third party asserting that the Software, Documentation, services or any use thereof, infringes such third party's patent, copyright, trademark, trade secret, confidentiality or other right, provided that Licensee notifies ESi in writing within a reasonable time after Licensee first receives written notice of the claim and gives ESi reasonable assistance, at ESi's cost, to intervene in the defense or settlement of the claim. If any such infringement, claim or action is brought or threatened, ESi will, at its sole option and expense: (a) procure for Licensee the right to continue using the Software; or (b) modify or amend the Software, provided that such modified Software will have substantially the same or comparable capabilities, or replace the Software with other software having substantially the same or comparable capabilities; or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and repay Licensee a portion, if any, of any license fees for the Software, on a pro rata basis. If terminated, the parties will be released from any further obligation under this Agreement, except for obligations that survive termination.

18. *No Disabling Codes, Timers, Counters, or Other Limitations*.

Except for technology controls designed to monitor or enforce the terms of this Agreement, the Software shall not include or contain any disabling code, timer, clock, counter or other limiting design or routine which causes the Software to be erased, inoperable or otherwise incapable of being used in the full manner for which it was designed and licensed pursuant to this Agreement.

19. *General Conditions*.

(a) Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the laws of the United States of America regardless of application of choice of law rules or principles. This Agreement expressly excludes the United Nations Convention on Contracts for the International Sale of Goods The original language of this Agreement is English. In case of any discrepancies or conflicts between the English text version of this Agreement and any translation, the English version shall prevail.

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(c) Waiver. No waiver of any right under this Agreement shall be effective unless in a writing, signed by a duly authorized representative of ESi. No waiver of any past or present right arising from any breach or failure to perform shall be deemed to be a waiver of any future right arising under this Agreement.

(d) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be void or unenforceable for any reason, that provision shall be reformed to the extent necessary to make the language enforceable. All other provisions of this Agreement shall remain in full force and effect.

20.   *Export Controls.*

(a) Licensee acknowledges that the Software and Documentation are subject to United States export laws. Licensee shall not, nor shall Licensee authorize or permit its directors, employees, consultants, independent contractors or other persons, to export, re-export, disclose or otherwise provide the Software and/or Documentation to any country unless an appropriate license, exemption or authorization has been obtained from the U.S. Government.

(b) Licensee expressly agrees that Licensee shall not export, re-export, barter, or otherwise provide or disclose the Software and Documentation, in whole or in part, to: (a) any country covered by any United States trade embargo; (b) any person listed on the United States Department of Treasury's list of Specially Designated Nationals; (3) any person or entity listed on the United States Department of Commerce Denied Persons List; (4) any person or entity listed on the United States Department of Commerce Unverified or Entity Lists; (5) any person or entity listed on the United States Department of State Debarred List; or (6) any person or entity where such export, re-export, barter, disclosure or provision violates United State export control law or regulation. Licensee represents and warrants that neither it nor its directors, employees, consultants, nor any other persons or entities who may gain access to the Software and Documentation through the Licensee, are persons or entities subject to such U.S. export controls.

21. *U.S. Government Rights.*

(a) If Licensee is an agency, department, or other entity of the United States Government ("Government"), or funded by the United States Government, Licensee's use, duplication, reproduction, release, modification, disclosure or transfer of the Software, Documentation, technical specifications, or any related materials of any kind, including technical data, is restricted in accordance with Federal Acquisition Regulation ("FAR") 12.212 for civilian agencies, Defense Federal Acquisition Regulation Supplement ("DFARS") 227.7202 for military agencies and the equivalent regulations for the Department of Energy. The use of the Software and Documentation is further restricted in accordance with the terms of this Agreement, or any modification thereto.

(b)   The Software and Documentation are commercial computer software and commercial computer software documentation. Licensee shall ensure that each copy used or possessed by or for the Government is labeled with the following: "Manufacturer is ESi Acquisition, Inc., 823 Broad Street, Augusta, GA 30901. ALL RIGHTS RESERVED. PROPRIETARY PRODUCTS." For the purpose of any federal, state or local law, Licensee agrees that the Software and Documentation are trade secrets and proprietary commercial products of ESi and/or its third party licensors and are only subject to disclosure in accordance with Federal law or court order.

<div align="center">***EXHIBIT A***</div>

1   *Term*

The initial Term of this Agreement is in the Licensee's Purchase Order.

2.   *Licensed Software*

Licensee has licensed the following Software:

Number of Licensed Machines	Software

Licensee also may install the Software to support "non-production" software development cycle activities:

Number of Licensed Machines	Purpose
	Development/testing of Software Updates prior to placing in production (internal use only)
	Training (internal use only)
	Disaster Recovery

3.   *Authorized Number of Users*

Licensee may provide access to the following number of Administrators and Users:

Administrators	
Users	

4.   *Surge Capacity Plan*

Surge Capacity Plan has been purchased for term: [   ] Yes   [   ] No

5.   *Emergency Response Program*

Client has enrolled in the Emergency Response Program: [   ] Yes   [   ] No

EXHIBIT B
Software Maintenance and Technical Support; Hosting Services

1.   Definitions

For the purposes of this Exhibit, the following words have the meaning set forth below:

(a)   "Application Service Provider" means an entity that maintains a shared hardware environment for the purpose of hosting and maintaining software and data on behalf of customers.

(b)   "Availability" means Software site availability, or the capability for the customer's website to access and deliver ".html" formatted pages successfully to any permitted end user through an internet connection exclusive of processes, hardware and software beyond the control of ESi.

(c)   "Hosted System" means the combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosting Services.

(d)   "Hosting Services" means the installation and management of specified software applications by an Application Service Provider in a shared environment on behalf of a customer and exclusively for the benefit of permitted users of the Software.

(e)   All other defined terms in this Exhibit B shall have the same meaning set forth in Section 2 of the Agreement, except where otherwise stated in this Exhibit.

2.   Scope of Services

ESi shall provide the following services to address Licensee's software maintenance, technical support and Software hosting needs:

(a)   ESi, acting as an Application Service Provider, shall provide Hosting Services to Licensee according to the provisions set forth in the Agreement. ESi shall notify Licensee promptly upon creation of Hosting Services account and provide Licensee with all information required to access such account. ESi, at its sole discretion, may provide and maintain such Hosted System and/or deliver such Hosted Services internally or through a qualified subcontractor.

(b)   ESi shall provide and maintain the facilities, hardware, and networking components necessary to operate a high-availability, shared ASP Environment for the benefit of Licensee.

(c)   ESi shall perform, at its convenience and after notice to Licensee, scheduled updates of Software as new releases become available.   Such updates shall be scheduled to enable the simultaneous update of Software licensed to Licensee and all other ESi-hosted customers. Scheduled updates to Software, except for Modules, shall include correction releases (i.e. patches provided to correct software anomalies), point releases (i.e. modifications to current generation of software including enhancement and improvements), and level releases (i.e. new releases or new generation of software). ESi also shall install updates and security patches for other software, including operating system software, installed on hardware used to deliver Hosting Services. For Modules, ESi shall provide Licensee any updates released by ESi to correct errors affecting the

operation of the Module, whether such error is caused by the Module itself or by an error in the WebEOC software, and any updates required to maintain compatibility with the WebEOC software. ESi shall not provide for any enhancements to the Module.

(d)   ESi shall perform, as needed, emergency security updates to the Hosted System and Software to protect the ASP Environment from newly identified and widespread threats to the internet or internet-based services posed by worms, viruses and Trojans, or to address other vulnerabilities, with little or no notice to Licensee. Such updates shall be treated as scheduled outages and the outage period shall not be considered as service downtime in any performance assessment that may be conducted.

(e)   ESi shall provide and maintain a redundant ASP Environment at a location that is geographically separated from primary ASP Environment to ensure continuity of Software access and operation in the event of any unforeseen outage, disaster or other event that may interrupt service at the primary location. Failover to the redundant ASP Environment is a manual process and service will be activated by ESi immediately upon notification of malfunction, unavailability or failure of primary ASP Environment.

(f)   ESi shall notify Licensee in writing, via electronic mail or facsimile, of any planned service outages, i.e. for the purpose of performing Software updates or testing, or other inability to perform the services outlined in this Agreement.

(g)   ESi shall schedule, perform and maintain a duplicate ("backup") record of Licensee's data. ESi shall perform hourly SQL transaction log backup to disk, daily full backup to tape, and weekly full backup of data to a central data library. Data backups are limited to SQL database server files (i.e. those files having a .mdf or .ldf file extension). Data backups shall be retained on-site for one week and off-site for three additional weeks.

(h)   ESi shall provide Licensee with technical environmental support services. Such support services shall be available 24 hours per day, 7 days per week. Technical support services shall include assistance with problems related to ASP Environment, operating system and related software licensed by ESi on behalf of Licensee, data access, Hosted System access or similar problems. Technical support may be accessed by Licensee by calling the Technical Support Help Desk at (877) 771-0911 or paging the on-call technician at (888) 243-7204.   International customers access Customer Support by calling (706) 823-0911 or paging the on-call technician at (803) 240-0016.

(i)   ESi shall make routine software support available to Licensee by telephone, electronic mail and, when required, remote session support, Monday through Friday, during the regular business hours of 0830 to 1700 Eastern Standard Time (excluding holidays). Routine software support includes assistance with the use and configuration of the software; assistance with identification and resolution of errors or defects assistance with application and use of new releases; general support for Board Builder and boards built by client, ESi or an ESi-certified technician; and access to WebEOC best practices, community-use status boards, "help" resources and other content made available through www.webeoc.com, a "customer only" web forum. Software support may be accessed by Customer by calling the Technical Support Help Desk at (877) 771-0911 or by electronic mail at support@esi911.com. International customers access Customer Support by calling (706) 823-0911.

(j)   ESi shall use its best efforts to correct any and all verified, reproducible errors that materially affect the operation and performance of the Software. Licensee shall notify ESi of

such errors in writing, via post, facsimile or electronic mail, and such written notice shall include a description of each claimed error and a statement of the conditions under which the claimed error occurred. ESi shall use the information provided by Licensee to verify the claimed error and once such error is verified, ESi shall work to correct the error or, if ESi determines that such error cannot be corrected within the current release version of the Software, to develop a "work around" for that error. In the event that an error is resolved through implementation of a "work around," ESi will use best efforts to correct or eliminate the error in the next release of the Software.

(k)   Services to be provided by ESi under this Agreement do not include assistance with third party products; training; installation of plug-ins, boards or modules; API support; or board building; or maintenance, repair or correction of errors, defects or other operational or performance defects caused by Software configuration, modification, enhancement or programming provided by any party other than ESi or an ESi-certified technician.   Any professional services described in this Section 2(k), or services required to repair or correct the errors and defects described in this Section 2(k), shall be provided on a fee-for-services basis at rates consistent with the Schedule price list in effect at the time services are rendered.

(l)   Licensee may request performance of additional services by ESi. Such services shall be invoiced separately by ESi at prices consistent with the Schedule Price List.

3.   Licensee Obligations

(a)   The Licensee shall maintain, at Licensee's expense, a secure high speed internet connection through which to access its hosted Software.

(b)   The Licensee shall appoint a designated point of contact and two alternate points of contact for its interactions with ESi. Licensee shall provide ESi with the name, job title, physical address, telephone number, facsimile number and electronic mail address for each of the contact persons. Licensee shall keep such contact information up-to-date and promptly notify ESi, in writing via electronic mail, of any changes.

(c)   The Licensee shall use reasonable security precautions in connection with the use of services provided under this Agreement.

(d)   The Licensee is responsible for any and all use and access to the Hosted System and Hosting Services by its employees, agents, contractors and permitted users of the Software and Hosting Services.

(e)   The Licensee shall make best efforts to notify ESi in writing, via electronic mail or facsimile, of any planned non-emergency use of its Software, such as the occurrence of training sessions, drills and exercises, to aid ESi with the planning of any scheduled outages.

(f)   The Licensee shall promptly notify ESi Customer Support of any identified Hosting Services outage that impairs Customer access to its Software so that ESi may manually activate the redundant ASP Environment and immediately commence work to restore service to the primary ASP Environment.

4.   Service Level Assurances; Service Warranty

(a)   All support calls received from Licensee shall be logged and tracked in the ESi customer support system as a "Customer Support Ticket." Each Customer Support Ticket shall include an initial assessment of the Severity Level of the request for support:

Severity Level	Definition
ASP 1	Hosting Services are not accessible to Licensee via a public internet connection.
ASP 2	Hosting Services are accessible, but performance is reduced or impaired.
Software, Severity 1	Any and all errors which, individually or collectively with other errors, prevent Licensee or permitted users of Licensee from performing useful work or are deemed by Licensee or any of its permitted users to be fatal to the operation of the Software.
Software, Severity 2	Any and all errors which, individually or collectively with other errors, disable major functions of the Software from being performed and are deemed by Licensee or any of its permitted users to have a severe impact on the operation of the Software.
Software, Severity 3	Any and all errors which, individually or collectively with other errors, disable only certain non-essential functions of the Software and are deemed by Licensee or any of its users to have degraded operation of the Software.
Software, Severity 4	All other errors not appropriately classified as Severity 1, Severity 2 or Severity 3 and are deemed by Licensee or its permitted user as having a limited impact on the operation of the Software.

(b)   ESi shall make all commercially reasonable efforts to resolve Customer Support Tickets in accordance with the following schedule:

	Acknowledgement of Customer Support Ticket	Resolution
ASP1	Within 30 minutes	Failover to redundant ASP environment and/or correction of error as soon as possible.
ASP2	Within 2 hours	Failover to redundant ASP environment and/or correction of error as soon possible.
Software, Severity 1	Within 1 hour	Delivery by ESi of a patch,

		workaround or temporary fix and revised documentation to Licensee within 1 business day;and
		Delivery by ESi of the object code fix or other permanent fix and revised documentation to Licensee within 10 business days.
Software, Severity 2	Within 4 hours	Delivery by ESi of a patch, workaround or temporary fix and revised documentation to Licensee within 3 business days; and

Delivery by ESi of the object code fix or other permanent fix and revised documentation to Licensee within 20 business days. |
| Software, Severity 3 | Within 1 business day | Delivery by ESi of a patch, workaround or temporary fix and revised documentation to Licensee within 10 business days; and

Delivery by ESi of the object code fix or other permanent fix and revised documentation to Licensee within 45 business days. |
| Software, Severity 4 | Within 5 business days | Delivery by ESi of a patch, workaround or temporary fix and revised documentation to Licensee within 30 business days; and

Delivery by ESi of the object code fix or other permanent fix and revised documentation to Licensee as appropriate. |

(c)   ESi represents and warrants that service availability of the ASP Environment will meet a "high availability" measure of 99.9 % system "up time," excluding scheduled outages.

(d)   ESi shall only be responsible for performance of components of the Hosted System and Services under its control. ESi shall not be responsible for performance deficiencies caused by processes, hardware and software beyond its control including, but not limited to, information transmission delays due to excessive internet traffic, internet outages, or failure of Licensee to perform its obligations under this Agreement.

(e)   The warranties set forth in this Section shall be void if any breach of this warranty or failure of the hosting environment or Software is caused by unauthorized use, improper use or modification to Software made by Licensee or its authorized users.

5.   Limitations on Use of Services

(a)   Access to the Hosted System may not be rented, leased, sold, sub-leased, assigned or otherwise transferred for value by Licensee to any third party.

(b)   Hosted System and Hosting Services are provided to support the Software which is an information management tool. Hosting Services are not guaranteed to be fault-tolerant or to provide fail-safe performance. Hosting Services are not appropriate for use in ultra-hazardous environments where failure of the Hosted System or ASP Environment may lead to bodily injury, death or destruction of property.

(c)   Installation of software applications in ASP Environment is limited to software licensed to Licensee by ESi and software supplied by ESi either as a component of the Hosted System or to support delivery of Hosting Services.

(d)   The Licensee shall not conduct any load testing, performance testing or any other test of the Hosted System which may degrade performance or limit or adversely impact availability of the ASP Environment for other customers.

6.   Information Security and Business Continuity

(a)   ESi shall perform all services hereunder consistent with its ASP Information Security Program ("Security Program"). Such Security Program shall set forth, at a minimum, ESi policies and procedures with respect to data classification and management, data and system back-ups, account and password management, physical security and access, network configuration and access, change management, media management and destruction, security training and awareness, and continuity of ASP Environment operations.

(b)   Any sub-contractors used to deliver, or support delivery of the Hosting Services shall maintain an information security and business continuity program which is supportive of the Security Program.

(c)   A copy of the Security Program is available, upon request and after execution of the ESi Non-Disclosure Agreement.

(d)   Hosting Services are provided in a shared environment. Customization of information security, data management and/or business continuity practices to meet Licensee-specific needs is not supported.

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51) AND ANCILLARY SERVICES (SPECIAL ITEM NUMBER 132-100)

****NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.*

1. **SCOPE**
   a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.

   b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. **PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)**
   a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.

   b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

   c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. **ORDER**
   a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

   b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. **PERFORMANCE OF SERVICES**
   a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.

   b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

   c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

   d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on

the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. **STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)**
    (a)   The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

    (1)   Cancel the stop-work order; or

    (2)   Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

    (b)   If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

    (1)   The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

    (2)   The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

    (c)   If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

    (d)   If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. **INSPECTION OF SERVICES**
    In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS □COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I □□OCT 2008) (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. **RESPONSIBILITIES OF THE CONTRACTOR**
    The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

8. **RESPONSIBILITIES OF THE ORDERING ACTIVITY**

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

9. **INDEPENDENT CONTRACTOR**
All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. **ORGANIZATIONAL CONFLICTS OF INTEREST**
a.   Definitions.

"Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

"Contractor and its affiliates" and "Contractor or its affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

b.   To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. **INVOICES**
The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional Services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. **PAYMENTS**
For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract
.

13. **RESUMES**
Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS
Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS
The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING
Please refer to the labor category descriptions and pricing incorporated into this GSA Pricelist.

17. EQUIVALENCY
PRIME SOURCE TECHNOLOGIES, LLC has established standards for experience and education equivalents, where appropriate, in the Labor Categories under this Schedule. As specified by the applicable Labor Category description, the following equivalents apply:

Degree Specified	Experience Substitution for Degree
Associate s degree	No degree and two years additional related experience
Bachelor s degree	Associate's degree and two years additional related experience
Master s degree	Bachelor's degree and one year additional related experience
Experience Specified	Education Substitution for Experience
For each year of experience	Equivalent of nine (9) months of study in an accredited degree program (Associates, Bachelors, Masters, or Doctorate)

LABOR CATEGORY DESCRIPTIONS – SIN 132-51

Commercial Job Title: **Program Manager**

Minimum/General Experience: Ten (10) years of technical experience in all phases of program management for complex computer systems and/or computer facilities operation. Requires knowledge of available hardware, related system software, system integration techniques, network management, and project management practices. Demonstrates ability to work independently based on the strategic plan or under general direction. Must be able to effectively employ contemporary project management tools.

Functional Responsibility: The Program Manager provides business, technical and personnel management to subordinate groups of technical and administrative personnel across multiple disciplines such as engineering, application program and systems development. The Program Manager is responsible for the overall, day-to-day management of a specific task order or group of task orders affecting the same or related/interdependent systems. The Program Manager conceives, plans, and executes a wide variety of projects requiring exploration of subject areas, definition of problems, and development of cost-effective approaches for resolution. The Program Manager schedules and assigns work to subordinates and subcontractors and monitors progress and resolves discrepancies to ensure compliance with work/quality standards and contract/task order requirements. The Program Manager ensures that the technical solutions and schedules in the task order(s) are implemented within estimated timeframes and budget constraints. The Program Manager reports orally and in writing to contractor management and government representatives. The Program Manager may serve as the Contractor's authorized interface with the Government Contracting Officer, the Contracting Officer's Representative/Technical Representative (COR/COTR), government management personnel, and agency representatives and is authorized to negotiate and make decisions binding on the Contractor.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business or other related scientific or technical discipline.

Commercial Job Title: **Senior Project Manager**

Minimum/General Experience: Six (6) years of technical experience managing system integration, design, development, testing, implementation, integration, operations and/or program management of complex computer systems and/or computer facilities operation. Requires competence in all phases of program management for complex computer systems. Requires knowledge of available hardware, related system software, system integration techniques, network management, and project management practices. Demonstrates ability to work independently based on the strategic plan or under general direction. Must be able to effectively employ contemporary project management tools.

Functional Responsibility: The Senior Project Manager provides business, technical and personnel management to subordinate groups of technical and administrative personnel across multiple disciplines such as engineering, application program and systems development. The Senior Project Manager is responsible for the overall, day-to-day management of a specific task order or group of task orders affecting the same or related/interdependent systems. The Senior Project Manager schedules and assigns work to subordinates and subcontractors and monitors progress and resolves discrepancies to ensure compliance with work/quality standards and contract/task order requirements. The Senior Project Manager ensures that the technical solutions and schedules in the task order(s) are implemented within estimated timeframes and budget constraints. The Senior Project Manager reports orally and in writing to the Program Manager, contractor management, and government representatives. In the absence of the

Program Manager, the Senior Project Manager may serve as the Contractor's authorized interface with the Government Contracting Officer, the Contracting Officer's Representative/Technical Representative (COR/COTR), government management personnel, and agency representatives and is authorized to negotiate and make decisions binding on the Contractor.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business or other related scientific or technical discipline.

Commercial Job Title: **Project Manager**

Minimum/General Experience: Four (4) years of technical experience of increasing responsibilities in task and project management of Information Technology projects. Requires knowledge of available hardware, related system software, system integration techniques, network management, and project management practices. Demonstrates ability to work independently based on the strategic plan or under general direction. Must be able to effectively employ contemporary project management tools.

Functional Responsibility: The Project Manager develops project goals, strategies, and work plans, develops and approves project estimates, and commits customer resources to ensure accomplishment of project objectives. The Project Manager leads project teams of multi-disciplinary skills or with skills focused in a specific technical area and provides direction across broad areas of responsibility. The Project Manager schedules and assigns work to subordinates and subcontractors and monitors progress and resolves discrepancies to ensure compliance with work/quality standards and contract/task order requirements. The Project Manager operates with wide latitude for un-reviewed actions or decisions, is assigned to complex tasks involving multiple disciplines, tasks involving competing or changing priorities and resource demands, or tasks that are highly sensitive to the customer. The Project Manager ensures that the technical solutions and schedules in the task order(s) are implemented within estimated timeframes and budget constraints. The Project Manager reports orally and in writing to the Program Manager, Senior Project Manager contractor management, and government representatives. In the absence of the Program Manager or Senior Project Manager, the Project Manager may serve as the Contractor's authorized interface with the Government Contracting Officer, the Contracting Officer's Representative/Technical Representative (COR/COTR), government management personnel, and agency representatives and may be authorized to negotiate and make decisions binding on the Contractor.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business or other related scientific or technical discipline.

Commercial Job Title: **Task Manager**

Minimum/General Experience: Two (2) years of technical experience in task management of Information Technology projects. Requires knowledge of available hardware, related system software, system integration techniques, network management, and project management practices. Demonstrates ability to work independently or under general direction. Must be able to effectively employ contemporary project management tools.

Functional Responsibility: The Task Manager serves as the technical lead and first-line supervisor for a team of professionals or specialists for accomplishment of a specific task, group of tasks, or small project. The Task Manager schedules and assigns work to subordinates, ensures assigned personnel fully understand their functions, monitors progress and resolves discrepancies to ensure compliance with work/quality standards and contract/task order requirements, and prepares or provides input to management reports. The Task Manager

normally reports orally and in writing to a Project Manager contractor management, and government representatives. In the absence of the Project Manager, the Task Manager may serve as the Contractor's authorized interface the Contracting Officer's Representative/Technical Representative (COR/COTR), government management personnel, and agency representatives.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business or other related scientific or technical discipline.

Commercial Job Title:　　　　**Senior Network Engineer**

Minimum/General Experience: Six (6) years of technical experience of increasing responsibilities in multiple aspects of telecommunications network architecture for private and commercially available applications. Possess subject matter expertise in network integration, network interoperability, network implementation, or network protocols. Demonstrates ability to work independently based on the strategic plan or under general direction. Must be able to effectively employ contemporary project management tools.

Functional Responsibility: The Senior Network Engineer serves as the senior technical expert on complex and challenging information technology projects. The Senior Network Engineer performs engineering and/or analytical tasks and activities associated with network design, engineering, implementation, operations, and user support. The Senior Network Engineer translates system functional requirements into purposeful component level simulations in support of development lab activities, organizes objectives and approaches of systems design, development, integration and test approach within project teams, and participates in the system requirements analysis, design, development, integration, and test activities. The Senior Network Engineer may be assigned as team leader on complex tasks that require significant interaction of various technical disciplines or may work alone or as part of a team, with responsibility for analysis of problems requiring high levels of technical and engineering expertise. The Senior Network Engineer ensures that the network complies with prescribed industry, customer, or agency standards. The Senior Network Engineer evaluates problems of work-flow, organization, and planning, and develops appropriate corrective actions and prepares and performs presentations at technical interchange meetings and project design reviews. The Senior Network Engineer reports orally and in writing to the Program Manager, Project Manager, contractor management, and government representatives. In the absence of the Program Manager or Project Manager, the Senior Network Engineer may serve as the Contractor's authorized interface with the Contracting Officer's Representative/Technical Representative (COR/COTR), government management personnel, and agency representatives.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business or other related scientific or technical discipline.

Commercial Job Title:　　　　**Network Engineer**

Minimum/General Experience: Three (3) years of technical experience in multiple aspects of telecommunications network architecture for private and commercially available applications. Possess subject matter expertise in network integration, network interoperability, network implementation, or network protocols. Demonstrates ability to work independently or under general direction.

Functional Responsibility: The Network Engineer performs engineering and/or analytical tasks and activities associated with network design, engineering, implementation, operations, and user support. The Network Engineer translates system functional requirements into purposeful component level simulations in support of development lab activities, organizes objectives and approaches of systems design, development, integration and test approach within project teams,

and participates in the system requirements analysis, design, development, integration, and test activities. The Network Engineer may work alone or as part of a team, with responsibility for analysis of problems requiring technical and engineering expertise. The Network Engineer ensures that the network complies with prescribed industry, customer, or agency standards. The Network Engineer evaluates problems of work-flow, organization, and planning, and develops appropriate corrective actions and prepares and performs presentations at technical interchange meetings and project design reviews. The Network Engineer reports orally and in writing to the Program Manager, Project Manager, Task Manager, contractor management, and government representatives.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business or other related scientific or technical discipline.

Commercial Job Title: **Junior Network Engineer**

Minimum/General Experience: One (1) year of technical experience in multiple aspects of telecommunications network architecture for private and commercially available applications. Possess expertise in network integration, network interoperability, network implementation, or network protocols. Demonstrates ability to work independently or under general direction.

Functional Responsibility: The Junior Network Engineer performs engineering and/or analytical tasks and activities associated with network design, engineering, implementation, operations, and user support. The Junior Network Engineer organizes objectives and approaches of systems design, development, integration and test approach within project teams, and participates in the system requirements analysis, design, development, integration, and test activities. The Junior Network Engineer serves as a team member with responsibility for analysis of problems requiring technical and engineering expertise. The Junior Network Engineer ensures that the network complies with prescribed industry, customer, or agency standards. The Junior Network Engineer prepares and performs presentations at technical interchange meetings and project design reviews. The Junior Network Engineer reports orally and in writing to the Program Manager, Project Manager, Task Manager, and government representatives.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business or other related scientific or technical discipline.

Commercial Job Title: **Principal Software Engineer**

Minimum/General Experience: Ten (10) years of technical and strategic experience of increasing responsibility providing software engineering, planning, design, analysis, and developing complex software models and applications across multiple hardware and software platforms. Demonstrates ability to work independently based on the strategic plan or under general direction. Must be able to effectively employ contemporary project management tools and serves as team consultant.

Functional Responsibility: The Senior Software Engineer serves as the principal technical expert on complex and challenging information technology projects. The Principal Software Engineer may be assigned as team leader on tasks of various technical disciplines or may work alone or as part of a team of Software Engineers, with responsibility for design and development of computer software applications and/or database systems, evaluation of computer hardware and software, planning for communications and information requirements, system test, and system security. The Principal Software Engineer provides consulting during early planning and conceptual stages of large, complex projects. The Principal Software Engineer may participate in any phase of major projects from problem definition through problem resolution, and from feasibility analysis through project implementation. The Principal Software Engineer frequently

supports several tasks concurrently and evaluates problems of work-flow, organization, and planning, and develops appropriate corrective actions and prepares and performs presentations at technical interchange meetings and project design reviews. The Principal Engineer reports orally and in writing to the Program Manager, Project Manager, contractor management, and government representatives. In the absence of the Program Manager or Project Manager, the Principal Software Engineer may serve as the Contractor's authorized interface with the Contracting Officer's Representative/Technical Representative (COR/COTR), government management personnel, and agency representatives.

Minimum Education: Masters or Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business or other related scientific or technical discipline.

Commercial Job Title: Senior Software Engineer

Minimum/General Experience: Six (6) years of technical experience of increasing responsibility providing software engineering, analysis, and developing complex software models and applications across multiple hardware and software platforms. Demonstrates ability to work independently based on the strategic plan or under general direction. Must be able to effectively employ contemporary project management tools.

Functional Responsibility: The Senior Software Engineer serves as the senior technical expert on complex and challenging information technology projects. The Senior Software Engineer may be assigned as team leader on tasks of various technical disciplines or may work alone or as part of a team of Software Engineers, with responsibility for design and development of computer software applications and/or database systems, evaluation of computer hardware and software, planning for communications and information requirements, system test, and system security. The Senior Software Engineer provides leadership during early planning and conceptual stages of large, complex projects. The Senior Software Engineer may participate in any phase of major projects from problem definition through problem resolution, and from feasibility analysis through project implementation. The Senior Software Engineer frequently supports several tasks concurrently and evaluates problems of work-flow, organization, and planning, and develops appropriate corrective actions and prepares and performs presentations at technical interchange meetings and project design reviews. The Senior Engineer reports orally and in writing to the Program Manager, Project Manager, contractor management, and government representatives. In the absence of the Program Manager or Project Manager, the Senior Software Engineer may serve as the Contractor's authorized interface with the Contracting Officer's Representative/Technical Representative (COR/COTR), government management personnel, and agency representatives.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business or other related scientific or technical discipline.

Commercial Job Title: Software Engineer

Minimum/General Experience: Three (3) years of technical experience providing software development, database system development, software programming and applications management across multiple software platforms. Demonstrates ability to work independently based on the strategic plan, or under general direction.

Functional Responsibility: The Software Engineer designs and develops computer software applications and/or database systems, participates in large systems and subsystem planning, ensures adherence to product build schedules, release schedules, and project strategies, oversees testing and debugging components and modules, leads the development of technical documentation and often leads interdisciplinary teams with responsibility for project performance.

The Software Engineer may evaluate problems of workflow, organization, and planning, develop appropriate corrective actions and prepares and performs presentations at technical interchange meetings and project design reviews. The Software Engineer reports orally and in writing to the Program Manager, Project Manager, contractor management, and government representatives.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business or other related scientific or technical discipline.

Commercial Job Title: **Junior Software Engineer**

Minimum/General Experience: One (1) year of technical experience in software development across multiple software or hardware platforms. Demonstrates ability to work independently or under general direction.

Functional Responsibility: The Junior Software Engineer serves as a team member for designing and developing computer software applications and/or database systems, tests and debugs components and modules, participates in system and subsystem planning, adheres to product build schedules, release schedules, and project strategies, and develops technical documentation. The Junior Software Engineer reports orally and in writing to the Program Manager, Project Manager, Task Manager, contractor management, and government representatives.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business or other related scientific or technical discipline.

Commercial Job Title: **Senior Database Administrator**

Minimum/General Experience: Six (6) years of increasing responsibility in database engineering/analyzing, database development, management, and database programming. Demonstrates knowledgeable of current database management concepts, optimizing techniques, relational models, and structured query languages. Demonstrates ability to work independently based on the strategic plan or under general direction. Must be able to effectively employ contemporary project management tools.

Functional Responsibility: The Senior Database Administrator serves as the senior technical expert on complex and challenging database projects. The Senior Database Administrator may be assigned as team leader on tasks of various technical disciplines or may work alone or as part of a team of Database Administrators.
The Senior Database Administrator is responsible for the design, implementation, operation, and maintenance of database programs and applications, evaluates and recommends available database management system products after matching requirements with system capabilities, determines file organization, indexing methods and security procedures for specific applications, controls the design and use of databases, controls the global view of databases, controls the access to the databases, assures the safekeeping of the databases (from accidental or intentional damage or loss), and monitors the use of databases. The Senior Database Administrator provides leadership during early planning and conceptual stages of large, complex projects. The Senior Database Administrator may participate in any phase of major projects from problem definition through problem resolution, and from feasibility analysis through project implementation. The Senior Database Administrator frequently supports several tasks concurrently and evaluates problems of workflow, organization, and planning, and develops appropriate corrective actions and prepares and performs presentations at technical interchange meetings and project design reviews. The Senior Database Administrator reports orally and in writing to the Program Manager, Project Manager, contractor management, and government representatives. In the absence of the Program Manager or Project Manager, the Senior

Database Administrator may serve as the Contractor's authorized interface with the Contracting Officer's Representative/Technical Representative (COR/COTR), government management personnel, and agency representatives.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business or other related scientific or technical discipline.

Commercial Job Title: **Database Administrator**

Minimum/General Experience: Three (3) years of technical experience in database system development, database integration, and database management across multiple database platforms. Knowledgeable of current database management concepts, optimizing techniques, relational models, and structured query languages. Demonstrates ability to work independently based on the strategic plan or under general direction.

Functional Responsibility: The Database Administrator provides database management, integration of database applications, designs and develops database systems, participates in large systems and subsystem planning, ensures adherence to product build schedules, release schedules, and project strategies, oversees testing and debugging components and modules, leads the development of technical documentation and often leads interdisciplinary teams with responsibility for project performance. The Database Administrator solves problems of workflow, organization, and planning, develops appropriate corrective actions and prepares and performs presentations at technical interchange meetings and project design reviews. The Database Administrator reports orally and in writing to the Program Manager, Project Manager, Task Manager, contractor management, and government representatives.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business or other related scientific or technical discipline.

Commercial Job Title: **Junior Database Administrator**

Minimum/General Experience: One (1) year experience in the development or administration of medium- to small- scale database systems with the ability to design software solutions to satisfy design objectives and knowledgeable of current database management concepts, optimizing techniques, relational models, and structured query languages. Demonstrates ability to work independently or under general direction.

Functional Responsibility: The Junior Database Administrator serves as a team member for designing and developing database systems, tests and debugs components and modules, participates in system and subsystem planning, adheres to product build schedules, release schedules, and project strategies, and develops technical documentation. The Junior Database Administrator reports orally and in writing to the Program Manager, Project Manager, Task Manager, contractor management, and government representatives.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business or other related scientific or technical discipline.

Commercial Job Title: **Senior Quality Assurance Analyst**

Minimum/General Experience: Three (3) years of increasing responsibility providing technical and administrative direction for a team of Software Engineers in applying quality control/quality assurance management procedures, including implementing a program of reporting, tracking and analyzing key metrics, reviewing work products, adherence to the design concept and user

standards, monitoring quality procedures and participating in software reviews and testing, and reviewing program documentation to ensure compliance with government standards/requirements. Demonstrates ability to work independently based on the strategic plan or under general direction. Must be able to effectively employ contemporary project management tools.

Functional Responsibility: The Senior Quality Assurance Analyst serves as the senior technical expert on quality control/quality assurance for complex and challenging IT projects. The Senior Quality Assurance Analyst may be assigned as team leader on tasks of various technical disciplines or may work alone or as part of a team of Database Administrators, Software Engineers, and Quality Assurance Specialists.
The Senior Quality Assurance Analyst is responsible for independently developing and implementing a complex program of reporting, tracking, and analyzing key performance-based system metrics, monitoring quality procedures, evaluating system quality and efficiency, and evaluate, recommend, and use software engineering processes and methodologies. The Senior Quality Assurance Analyst interprets and applies Government regulations, manuals, and standards relating to quality assurance, determines resources required for quality control, develops and presents software and system quality assurance plans, and maintains the level of quality throughout the software and system life cycle. The Senior Quality Assurance Analyst frequently supports several tasks concurrently and evaluates problems of workflow, organization, and planning, and develops appropriate corrective actions and prepares and performs presentations at technical interchange meetings and project design reviews. The Senior Quality Assurance Analyst reports orally and in writing to the Program Manager, Project Manager, contractor management, and government representatives.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business or other related scientific or technical discipline.

Commercial Job Title: **Quality Assurance Tester**

Minimum/General Experience: One (1) year of technical experience applying software test and quality control/quality assurance management procedures, tracking and analyzing key metrics, monitoring quality procedures and participating in software reviews and testing. Demonstrates ability to work independently or under general direction.

Functional Responsibility: The Quality Assurance Tester serves as a team member providing software testing and quality control/quality assurance procedures and processes for software development projects. The Quality Assurance Tester evaluates, recommends, and implements automated test tools and strategies, develops, maintains, and upgrades automated test scripts and architectures for application products, writes, implements, and reports status for system test cases for testing, and analyzes test cases and provides regular progress reports. The Quality Assurance Tester reports orally and in writing to the Program Manager, Project Manager, contractor management, and government representatives.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business or other related scientific or technical discipline.

Commercial Job Title: **Senior Business/System Analyst**

Minimum/General Experience: Six (6) years of increasing responsibility in systems design, engineering and business systems analysis. Knowledgeable in defining systems scope and objectives based on both user needs and a good understanding of applicable business systems and industry requirements. Demonstrates ability to work independently based on the strategic

plan or under general direction. Must be able to effectively employ contemporary project management tools.

Functional Responsibility: The Senior Business/System Analyst serves as the senior technical expert on complex and challenging IT system projects. The Senior Business/System Analyst may be assigned as team leader on tasks of various technical disciplines or may work alone or as part of a team of Business/System Analysts. The Senior Business/System Analyst provides technical expertise or specialty engineering for the entire system-engineering life cycle. The Senior Business/System Analyst performs analysis of business and user needs, documentation of requirements, and provides a translation into proper system requirement specifications. The Senior Business/System Analyst evaluates and recommends appropriate applications and methodologies that can be acquired to provide interoperable, portable, and scaleable information technology solutions to include an analysis and validation of reusable software/hardware components for integration into interoperable information management designs, devises or modifies procedures to solve complex problems considering computer equipment capacity and limitations, operating time, and form of desired results, and applies accepted industry standards analysis, specification, development, integration and acquisition of system for information technology management. The Senior Business/System Analyst reports orally and in writing to the Program Manager, Project Manager, contractor management, and government representatives. In the absence of the Program Manager or Project Manager, the Senior Business/System Analyst may serve as the Contractor's authorized interface with the Contracting Officer's Representative/Technical Representative (COR/COTR), government management personnel, and agency representatives.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business or other related scientific or technical discipline.

Commercial Job Title:　　　　**Business/System Analyst**

Minimum/General Experience: Three (3) years of technical experience in systems design, engineering and business systems analysis. Demonstrates ability to work independently based on the strategic plan or under general direction.

Functional Responsibility: The Business/System Analyst performs analysis of business and user needs, documentation of requirements, and provides a translation into proper system requirement specifications. The Business/System Analyst evaluates and recommends appropriate applications and methodologies that can be acquired to provide interoperable, portable, and scaleable information technology solutions to include an analysis and validation of reusable software/hardware components for integration into interoperable information management designs, and applies accepted industry standards analysis, specification, development, integration and acquisition of system for information technology management. The Business/System Analyst reports orally and in writing to the Program Manager, Project Manager, contractor management, and government representatives.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business or other related scientific or technical discipline.

Commercial Job Title:　　　　**Junior Business/System Analyst**

Minimum/General Experience: One (1) year of technical experience in systems design, engineering and business systems analysis. Demonstrates ability to work independently based or under general direction.

Functional Responsibility: The Junior Business/System Analyst works as a team member to perform analysis of business and user needs, document requirements, and assist in preparing system requirement specifications. The Junior Business/System Analyst researches appropriate applications and methodologies that can be acquired to provide interoperable, portable, and scaleable information technology solutions to include reusable software/hardware components that may be integrated into interoperable information management designs, and applies accepted industry standards analysis, specification, development, integration and acquisition of system for information technology management. The Junior Business/System Analyst reports orally and in writing to the Program Manager, Project Manager, and government representatives.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business or other related scientific or technical discipline.

Commercial Job Title: **Telecommunication Specialist**

Minimum/General Experience: One (1) year technical experience with telecommunications in network systems installation and system maintenance. Demonstrates ability to work independently based or under general direction.

Functional Responsibility: The Telecommunication Specialists serves as a team member to assist in providing installation and operational support of voice and data communications hardware and software systems and participates in design, development, implementation, test, debugging, and maintaining communications systems.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business or other related scientific or technical discipline.

Commercial Job Title: **Senior Information Security Engineer**

Minimum/General Experience: Six (6) years of increasing responsibility and specialized experience in defining computer security requirements for high level applications, evaluation of approved security product capabilities, and developing solutions to multilevel security problems. Demonstrates ability to work independently based on the strategic plan or under general direction. Must be able to effectively employ contemporary project management tools.

Functional Responsibility: The Senior Information Security Engineer serves as the senior technical expert on complex and challenging IT system projects. The Senior Information Security Engineer may be assigned as team leader on tasks of various technical disciplines or may work alone or as part of a team of Information Security Engineers. The Senior Information Security Engineer provides highly technical expertise in multilevel security. The Senior Information Security Engineer gathers and organizes technical information about an organization's mission goals and needs, existing security products, and ongoing programs in the multilevel security arena. The Senior Information Security Engineer designs, develops, engineers, and implements solutions to multilevel security requirements and is responsible for the implementation and development of multilevel security. The Senior Information Security Engineer reports orally and in writing to the Program Manager, Project Manager, contractor management, and government representatives. In the absence of the Program Manager or Project Manager, the Senior Information Security Engineer may serve as the Contractor's authorized interface with the Contracting Officer's Representative/Technical Representative (COR/COTR), government management personnel, and agency representatives.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business or other related scientific or technical discipline.

Commercial Job Title: Information Security Engineer

Minimum/General Experience: Three (3) years of technical experience in defining computer security requirements for high level applications, evaluation of approved security product capabilities, and developing solutions to multilevel security problems. Demonstrates ability to work independently based on the strategic plan or under general direction.

Functional Responsibility: The Information Security Engineer provides technical expertise in multilevel security. The Information Security Engineer gathers and organizes technical information about an organization's mission goals and needs, existing security products, and ongoing programs in the multilevel security arena. The Information Security Engineer designs, develops, engineers, and implements solutions to multilevel security requirements and is responsible for the implementation and development of multilevel security. The Information Security Engineer reports orally and in writing to the Program Manager, Project Manager, contractor management, and government representatives.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business or other related scientific or technical discipline.

Commercial Job Title: Technical Writer

Minimum/General Experience: Three (3) years of technical experience in collecting and organizing information required for preparation of user's manuals, training materials, installation guides, proposals, repots, and other systems/applications documentations. Demonstrates ability to work independently or under general direction.

Functional Responsibility: The Technical Writer develops, writes, and edits functional descriptions, system specifications, user's manuals, special reports, or any other deliverables and documents. The Technical Writer observes production, developmental, and experimental activities to determine operating procedure and detail, interviews production and engineering personnel, reads journals, reports, and other material to become familiar with product technologies and production methods, reviews manufacturer's and trade catalogs, drawings and other data relative to operation, maintenance, and service of equipment, and studies blueprints, sketches, drawings, parts lists, specifications, mockups, and product samples to integrate and delineate technology, operating procedure, and production sequence and detail. The Technical Writer organizes material and completes writing assignment according to set standards regarding order, clarity, conciseness, style, and terminology and recommends revisions or changes in scope, format, content, and methods of reproduction and binding. The Technical Writer maintains records and files of work and revisions, selects photographs, drawings, sketches, diagrams, and charts to illustrate material, edits, standardizes, or changes material prepared by other writers or technical personnel. The Technical Writer reports orally and in writing to the Program Manager, Project Manager, contractor management, and government representatives.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business, English or other related scientific or technical discipline.

Commercial Job Title: Technical Trainer

Minimum/General Experience: Three (3) years of technical training experience in developing, revising, and delivering training courses. Requires competence in preparing instructor materials and student materials. Requires competence in training personnel in formal classroom courses, workshops, and seminars. Demonstrates ability to work independently or under general direction.

Functional Responsibility: The Technical Trainer organizes, prepares, and conducts user training of information systems or processes to increase user competence and minimize user problems. The Technical Trainer designs and develops training programs, maintains records of training activities, trainee progress, and training effectiveness, develops, maintains, and enhances training curriculum, operates training facilities and equipment, and provides additional classes for special needs or additional support. The Technical Trainer may be responsible for reviewing or developing new documentation, quick reference guides, training manuals, lesson plans, and other training materials and may be responsible for preparing and conducting scheduled informational user meetings to provide input into the training process. The Technical Trainer reports orally and in writing to the Program Manager, Project Manager, contractor management, and government representatives.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Engineering, Math, Business or other related scientific or technical discipline.

Commercial Job Title: **Senior Subject Matter Expert**

Minimum/General Experience: Six (6) years of functional and technical implementation experience or required specialized training in specific a subject matter. Requires competence in leading all phases of analysis, specification definition, and application development as it relates to the specific subject matter. Demonstrates ability to work independently or under general direction. Demonstrates ability to work independently based on the strategic plan or under general direction. Must be able to effectively employ contemporary project management tools.

Functional Responsibility: The Senior Subject Matter Expert provides lead subject matter expertise to support IT projects, guides analysis sessions to define system interfaces and user requirements, guides the design or modification of system specifications and applications, coordinates tasks of identifying and mapping conversion of data, troubleshoots problems, and assists and advises project team members. The Senior Subject Matter Expert may design training materials, conduct user training, and perform prototype demonstrations. The Senior Subject Matter Expert areas of expertise may be outside of the normal requirements for information technologies, but whose expertise may be required for the functions needed for a specific project.

Minimum Education: Bachelor's degree in computer science, information systems, engineering, math, business or other related scientific or technical discipline.

Commercial Job Title: **Subject Matter Expert**

Minimum/General Experience: Four (4) years of functional and technical implementation experience or required specialized training in specific a subject matter. Assists in analysis, specification definition, and application development as it relates to the specific subject matter. Demonstrates ability to work independently or under general direction. Demonstrates ability to supervise projects. Demonstrates ability to work independently or under general direction.

Functional Responsibility: The Subject Matter Expert provides subject matter expertise in support of IT projects, assists in analysis sessions to define system interfaces and user requirements, assists in designing or modifying system specifications and applications, coordinates tasks of identifying and mapping conversion of data, troubleshoots problems, and assists and advises project team members. The Subject Matter Expert may design training materials, conduct user training, and perform prototype demonstrations. The Subject Matter Expert areas of expertise may be outside of the normal requirements for information technologies, but whose expertise may be required for the functions needed for a specific project.

Minimum Education: Bachelor's degree in computer science, information systems, engineering, math, business or other related scientific or technical discipline.

LABOR CATEGORY DESCRIPTIONS – SIN 132-100

Commercial Job Title:　　　**Help Desk Manager**

Minimum/General Experience: Four (4) years of technical experience of increasing responsibilities providing task management of help desk operations and providing supervision of and direction to help desk technicians. Requires competence in serving as the first point of contact for troubleshooting hardware/software problems. Demonstrates ability to work independently or under general direction.

Functional Responsibility: The Help Desk Manager serves as the technical lead and first-line supervisor for a team of Help Desk Technicians who are responsible for telephone, online, and in-person support to users in the areas of e-mail, directories, standard desktop applications, and customized applications network, and connectivity. The Help Desk Manager may work alone or as part of a team serving as the initial point of contact for troubleshooting problems for computer hardware, software, printers, network, and connectivity. The Help Desk Manager reviews help desk records to identify problem areas and may provide recommendations for hardware and software changes to solve observed problems. The Help Desk Manager reports orally and in writing to the Program Manager, Project Manager, Task Manager, and government representatives.

Minimum Education: High School Diploma.

Commercial Job Title:　　　**Help Desk Technician**

Minimum/General Experience: Two (2) years of technical experience providing phone and in-person support to users in the areas of e-mail, directories, standard Windows desktop applications, and applications developed under contract. Requires competence in serving as the initial point of contact for troubleshooting hardware/software PC and printer problems. Demonstrates ability to work independently or under general direction.

Functional Responsibility: The Help Desk Technician may serve as the technical lead for a team of Help Desk Technicians who are responsible for telephone, online, and in-person support to users in the areas of e-mail, directories, standard desktop applications, customized applications, network, and connectivity. The Help Desk Technician may work alone or as part of a team serving as the initial point of contact for troubleshooting problems for computer hardware, software, printers, network, and connectivity and maintains help desk records of all problem calls. The Help Desk Technician reports orally and in writing to the Program Manager, Project Manager, Task Manager, Help Desk Manager and may report to government representatives.

Minimum Education: High School Diploma.

Commercial Job Title: Junior Help Desk Technician

Minimum/General Experience: One (1) year of technical experience providing phone and in-person support to users in the areas of e-mail, directories, standard Windows desktop applications, and applications developed under contract. Requires competence in serving as the initial point of contact for troubleshooting hardware/software PC and printer problems. Demonstrates ability to work independently or under general direction.

Functional Responsibility: The Junior Help Desk Technician serves as a team member as the initial point of contact for troubleshooting problems for computer hardware, software, printers,

network, and connectivity and maintains help desk records of all problem calls. The Help Desk Technician reports orally and in writing to the Program Manager, Project Manager, Task Manager, Help Desk Manager and may report to government representatives.

Minimum Education: High School Diploma.

Commercial Job Title: **Administrative Support Specialist**

Minimum/General Experience: One (1) year of experience in providing general office/secretarial support. Proficient using the Microsoft Office suite and strong written and verbal communication and organizational skills. Demonstrates ability to work independently or under general direction.

Functional Responsibility: The Administrative Support Specialist provides general office/secretarial project support such as creating and producing a variety of written materials such as forms, manuals, reports, and other documents; ordering standard office supplies; collating and assembling documents; photocopying/faxing correspondence and reports; attends meetings and takes/distributes minutes; and makes travel arrangements.

Minimum Education: High School Diploma.

LABOR RATES - SIN 132-51 INFORMATION TECHNOLOGY

Labor Category	On Site	Off Site
Program Manager	$155.28	$178.57
Sr. Project Manager	$138.69	$159.50
Project Manager	$122.69	$141.09
Task Manager	$74.68	$85.88
Sr. Network Engineer	$128.02	$147.23
Network Engineer	$90.68	$104.27
Jr. Network Engineer	$58.68	$67.48
Principal Software Engineer	$128.02	$147.23
Senior Software Engineer	$97.92	$112.61
Software Engineer	$85.34	$98.15
Jr. Software Engineer	$53.35	$61.34
Sr. Database Administrator	$106.68	$122.69
Database Administrator	$90.68	$104.27
Jr. Database Administrator	$58.68	$67.48
Sr. Quality Assurance Analyst	$74.68	$85.88
Quality Assurance Tester	$69.34	$79.74
Sr. Business/System Analyst	$101.35	$116.56
Business/System Analyst	$86.93	$99.97
Jr. Business/System Analyst	$58.68	$67.48
Telecommunication Specialist	$53.35	$61.34
Sr. Information Security Engineer	$136.51	$156.99
Information Security Engineer	$101.35	$116.56
Technical Writer**	$64.01	$73.61
Technical Trainer**	$69.34	$79.74
Sr. Subject Matter Expert	$142.58	$163.97
Subject Matter Expert	$128.50	$147.78

LABOR RATES - SIN 132-100 ANCILLARY SERVICES (Subject to Cooperative Purchasing)

Labor Category	On Site	Off Site
Help Desk Manager	$58.68	$67.48
Help Desk Technician**	$53.35	$61.34
Jr. Help Desk Technician**	$42.68	$49.07
Administrative Support**	$37.34	$42.94

SCA Matrix		
SCA Eligible Contract Labor Category	SCA Equivalent Code - Title	WD Number
Technical Writer	30463 Technical Writer III	2015-4281, R 1
Technical Trainer	15090 Technical Instructor	2015-4281, R 1
Help Desk Technician	14042 Computer Operator II	2015-4281, R 1
Jr. Help Desk Technician	14041 Computer Operator I	2015-4281, R 1
Administrative Support	01311 Secretary I	2015-4281, R 1

Service Contract Act: The Service Contract Act (SCA) is applicable to this contract and it includes SCA applicable labor categories. The prices for the indicated (**) SCA labor categories are based on the U.S. Department of Labor Wage Determination Number(s) identified in the SCA matrix. The prices offered are based on the preponderance of where work is performed and should the contractor perform in an area with lower SCA rates, resulting in lower wages being paid, the task order prices will be discounted accordingly.